REMARKS

Claims 1-26 are pending in this application, all of which stand rejected. Claims 1-10 have been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,356,887 (Berenson). Claims 11-26 have been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Published App. No. 2004/0002958 (Seshadri). Claim 1 has been amended solely to address a minor typographical oversight; the amendment does not introduce new matter, is not made for any reason related to patentability, and does not affect the scope of the claim. Claims 10 and 26 have been amended solely to rewrite these claims in independent form; the scope of these claims is not affected.

For the reasons set forth below, applicants disagree with the grounds for rejection, and submit that the claims are patentable over the art as applied.[1]

First, applicants note that, in the prior office action, all of the claims had been rejected over Seshadri. In the present action, the rejection over Seshadri appears to have been withdrawn with respect to claims 1-10. For this reason, the "response to arguments" section of the Office action (paragraph 2) appears to be either incomplete or erroneous: In that section, the Examiner states that applicants arguments concerning Seshadri and claims "1, 1 [sic – 11] and 20" are not persuasive because Seshadri (in the view of the Examiner) does disclose the features discussed in applicants' last response, but the Examiner does not explain why the Examiner has withdrawn the Seshadri rejection of claims 1-10. We can only assume that the Examiner now agrees with applicants that claims 1-10 are *not* anticipated by Seshadri.

Turning now to the claim rejections, applicants note that the independent claims recite the following features related to the use of a join:

- Claim 1 recites: "performing a join between said parameter table and said parameterized subscription template to generate a query"

- Claim 11 recites: "wherein the parameter table is joined with the subscription template to generate a notification query"

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[1] Applicants note that the section 102 rejection focuses on how specific paragraphs of Berenson and Seshadri are applied to specific claim features. Since applicant seeks to directly address the issues raised by the Examiner, applicants have addressed whether particular features of the claims are taught by the particular portions of Berenson and Seshadri that have been cited against them. Applicants comments should not in any way be understood as a general characterization of the Berenson and Seshadri references as a whole.

- Claim 20 recites: "joining the parameter table with the query templates to generate a notification query"

These features are not taught in the applied references.

Independent claim 1 has been rejected as anticipated by Berenson. Berenson does not mention the word "join" anywhere in the specification of Berenson. (A word search reveals that the word "join" appears only in the titles of two cited references.) Applicants' prior response focused on the fact that Seshadri does not teach a join operation being performed on a table and a template to generate a query, so switching from Seshadri to a reference that does not even contain the word "join" in its specification is an interesting choice. Since Berenson does not even mention a join, it cannot anticipate claim 1, which calls for "performing a join."

The Examiner states that "Berenson discloses replace [sic] the constant values in a query with parameters to form a parameterized execution plan for the query reads [sic] on the claimed 'a join between parameter table and parameterized subscription template to generate a query." This statement ignores several terms in claim 1, and appears to reflect a misunderstanding of what claim 1 calls for. At a minimum, the Examiner's description of Berenson (and the citations to portions of Berenson) omits:

(1) a join, and

(2) the fact that performance of the join generates a query.

As to point (1), the Examiner appears to find that Berenson's alleged "replace[ment] of the constant values with parameters" constitutes a "join" between a table and a template. However, replacing constant values with parameters is not a join operation, and it is unclear on what basis the Examiner believes otherwise. As noted in applicants' last response, the term "join" is a term of art in database systems, and it does not equate with "replacement of constant values." The Examiner can verify in any dictionary or encyclopedia of computing that the term "join" has a meaning in the context of database systems. One example of such an encyclopedia can be found at http://en.wikipedia.org/wiki/Join_%28SQL%29, which explains the meaning of the term "join" in the context of database systems.

If the Examiner is construing the term "join" without reference to the database system context, then applicants request that the Examiner state, in the next office action, what meaning is being attributed to the word "join."

As to point (2), applicants note that, even if replacement of constant values in a query with parameters could be said to constitute a "join," the applied portion of Berenson does not describe that such replacement generates a query. Instead, such replacement generates an execution plan.

For at least the reasons stated above, the applied portions of Berenson do not anticipate independent claim 1.

Independent claims 11 and 20 continued to be rejected over Seshadri. The Examiner now applies paragraphs 0126 and 0127 to the join features, as quoted above. While these paragraphs of Seshadri do, in fact, mention the word "join," these paragraphs do not address the actual features of claims 11 and 20. In particular, the Examiner has not addressed any of the following:

- What teaching in the applied paragraphs of Seshadri corresponds to the claimed "table"

- What teaching in the applied paragraphs of Seshadri corresponds to the claimed "template"

- What component in the applied part of Seshadri performs a join between the element that corresponds to the "table" and the element that corresponds to the "template"

- What query is produced by the join

Applicants submit that none of these issues are addressed by the applied paragraphs of Seshadri. Since an anticipation rejection requires that the claims be identically taught by the reference, the Examiner has not demonstrated that Seshadri anticipates claims 11 and 20. Thus, the rejections of these claims should be withdrawn.

Applicants note that claims 10 and 26 are computer-readable medium versions of claims 1 and 20, and are thus patentable for the same reasons as claims 1 and 20. Moreover, claims 2-9, 12-19, and 21-25 are dependent claims, and are patentable at least by reason of their dependency.

Drawings

Applicants request that the Examiner acknowledge acceptance of the formal drawings in the next office action.

Conclusion

For the foregoing reasons, applicants submit that this case is now in condition for allowance.

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